Michigan Conference of Teamsters Welfare Fund *and* Elaine Clemmon-Smith

Local 243, International Brotherhood of Teamsters, AFL–CIO[1] *and* Elaine Clemmon-Smith. Cases 7–CA–29831(2) and 7–CB–8079(2)

January 31, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS OVIATT AND RAUDABAUGH

On February 5, 1991, Administrative Law Judge Irwin Kaplan issued the attached decision. The Respondents filed exceptions and a supporting brief, and the General Counsel filed a reply brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[2] and conclusions and to adopt the recommended Order as modified.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that Respondent Michigan Conference of Teamsters Welfare Fund, Detroit, Michigan, its officers, agents, successors, and assigns, and Respondent Local 243, International Brotherhood of Teamsters, AFL–CIO, Detroit, Michigan, its officers, agents, and representatives, shall take the action set forth in the Order as modified.

1. Substitute ''officers, agents, and representatives'' for ''officers, agents, successors, and assigns'' in paragraph B.

2. Substitute the following for paragraph B,1,(b).

''(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act.''

3. Substitute the attached Appendix B for that of the administrative law judge.

APPENDIX B

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT be a party to any practice with Respondent Michigan Conference of Teamsters Welfare Fund (Respondent Fund), which requires the Respondent Fund's nonsupervisory salaried employees to join and become members of our union, and have union dues deducted from the wages of those employees and remitted to us, where we are not the collective-bargaining representative of those employees or not qualified to be so.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL make whole Respondent Fund's nonsupervisory salaried employees by reimbursing them for any union fees, dues, and other moneys taken out of their wages and remitted to us, with interest.

LOCAL 243, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL–CIO

Richard F. Czubaj, Esq., for the General Counsel.
Gerry M. Miller, Esq. (Previant, Goldberg, Uelman Gratz, Miller & Brueggeman), of Milwaukee, Wisconsin, for the Respondents.

DECISION

STATEMENT OF THE CASE

IRWIN KAPLAN, Administrative Law Judge. These consolidated cases were heard in Detroit, Michigan, on May 14, 1990. The underlying charges in each of the consolidated cases were filed by Elaine Clemmon-Smith (the Charging Party) on November 1, 1989, and amended on December 1, 1989. The aforenoted charges and amended charges gave rise to an order consolidating cases, consolidated complaint, and notice of hearing dated December 14, 1989.

In essence, it is alleged that since on or about May 2, 1989, the Michigan Conference of Teamsters Welfare Fund (Respondent Fund or Fund) has required that various of its employees, as a condition of employment, become and remain members of Local 243, International Brotherhood of Teamsters, Chauffeurs, Warehousemen of America, AFL–

[1] The name of the Respondent has been changed to reflect the new official name of the International Union.

[2] The Respondents have excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

Because we agree with the finding that the Respondent, Michigan Conference of Teamsters Welfare Fund, is not the functional equivalent of a union-employer, we find it unnecessary to adopt the judge's alternative finding that he would find an 8(a) violation even assuming the Fund is a union-employer on the grounds that the Fund did not provide its employees with the requisite information concerning Sec. 7 rights.

Member Oviatt agrees with the judge that the Fund did not adequately advise the employees concerning their Sec. 7 rights. Member Oviatt joins in finding the 8(b)(1)(A) and (2) violations solely on the grounds articulated by the judge with respect to the Fund's claimed status as a ''union'' employer. The Respondent's exceptions raise no other issues.

CIO (Respondent Union or Local 243) notwithstanding, that the Respondent Union, is not and has not been the collective-bargaining representative of the employees and there has never been a collective-bargaining agreement covering the employees. Further, it is alleged that since on or about May 2, 1989, the Respondent Fund has deducted union dues from the wages of the aforesaid employees and remitted these union dues to the Respondent Union. As such, it is alleged that the Respondent Fund violated Section 8(a)(1), (2), and (3) of the National Labor Relations Act (the Act) and that the Respondent Union by receiving and accepting the aforenoted union dues has correspondingly violated Section 8(b)(1)(A) and (2) of the Act.

The Respondent Fund and Respondent Union (collectively Respondents), filed answers and along with stipulations at the hearing, admitted virtually all of the substantive allegations, as well as certain commerce facts, including the Board's jurisdiction over the Fund and the labor organization status of Local 243, but denied all the conclusionary allegations that the Act was violated. The thrust of the Respondents' defense is that it is lawful to require nonunit employees to become union members where, as here, union membership is reasonably related to proper job performance.

On the entire record, and after careful consideration of the posttrial briefs, I make the following

FINDINGS OF FACT

I. JURISDICTION

A. *The Fund*

The Fund is, and has been at all times material, a trust established under a Trust Agreement (G.C. Exh. 2 at 5) and Section 302(c)(5) of the Act, and is jointly administered by a six-member board of trustees consisting of three members designated by the Motor Carriers Employers Association of Michigan and Michigan Cartageman's Association (collectively, the Association) and three members designated by the Michigan Conference of Teamsters Joint Counsel No. 43, successors to Michigan Conference of Teamsters, and its affiliated local unions (the Union). The Fund provides health and welfare benefits to individuals belonging to, or represented for collective-bargaining purposes by the Union. At all times material, the Fund has maintained its principal office and place of business in Detroit, Michigan. During the calendar year ending December 31, 1988, a representative time frame, the Fund, in connection with its aforenoted business operations, invested in ventures located outside the State of Michigan, and received insurance premium moneys in excess of $50,000, which were collected by the Fund within the State of Michigan and thereafter transmitted directly to points outside the State of Michigan.

The Board has long treated trust funds, which are established pursuant to trust agreements and/or collective-bargaining agreements, as employers within the meaning of the Act. See, e.g., *Restaurant Employees Local 11*, 132 NLRB 960, 961–963 (1961); *Garment Workers Health Fund*, 146 NLRB 790, 791–793 (1964); *Welfare, Pension and Vacation Funds, Blasters, Drillrunners and Minors Union, Local 2*, 256 NLRB 1145 fn. 1, 1156 (1981). It is alleged, the Respondents admit, the record supports, and I find, that the Fund is now, and has been at all times material, an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

B. *Labor Organization*

It is alleged, the Respondents admit, and I find that Respondent Local 243 is, and has been at all times material, a labor organization within the meaning of Section 2(5) of the Act.

II. THE UNFAIR LABOR PRACTICES

A. *The Backdrop*

The initial trust agreement creating the Fund was made and entered into on March 11, 1949, and amended from time to time thereafter (G.C. Exh. 2 at 3). The purpose, was to create a vehicle to provide health and welfare benefits for employees of employer-members of the Association who are represented by the Union (collectively Michigan Teamsters Joint Counsel No. 43 and its affiliated Local Unions, including Respondent Local 243). As noted above, the affairs of the Fund are administered by a six-member board of trustees consisting of an equal number of members designated by the Association and the Union. The Fund is financed by employer-members of the Association which entity is housed in the union headquarters complex on Trumbell Avenue in Detroit. There, the Fund employs a total complement of approximately 107 personnel, including approximately 67 hourly nonsupervisory employees, who are represented for collective-bargaining purposes under a union-security collective-bargaining agreement by Local 10, Office & Professional Employees International Union (Local 10).

The Fund also employs approximately 23 salaried nonunit/nonsupervisory employees. The remaining group, approximately 17 in number, comprise the Fund's supervisory and managerial staff. (Tr. 40.) The Fund has long had a policy of requiring its salaried nonunit employees (employees not covered by the collective-bargaining agreement with Local 10 nor otherwise represented by that union) join the Teamsters Union as a condition of employment. As such, the Fund has required the Charging Party, Elaine Clemmon-Smith, and other nonunit employees to join the Respondent Union, Local 243. Smith was required to sign a typical form which states as follows:

> The Michigan Conference of Teamsters Welfare Fund, as a condition of employment, requires each of its salaried employees to belong to Teamsters Local Union No. 243. Local 243, however, cannot represent you for bargaining or grievance purposes. This does not preclude you from exercising your rights as are provided under Section 7 of the National Labor Relations Act.
>
> YOU ARE AN AT-WILL EMPLOYEE, WHICH MEANS YOU CAN BE DISCHARGED AT ANY TIME FOR ANY REASON.
>
> Received and acknowledged by: Elaine Smith [G.C. Exh. 3].

Smith worked in the Fund's utilization control department. Gerald Wiedyk, executive director of the Fund, was the only person called to testify and he ''thought'' that Smith was ei-

ther a supervisory or managerial employee.[1] (Tr. 33.) While Smith's supervisory status was not fully addressed on this record, it is undisputed that the Fund requires its salaried nonsupervisors, nonmanagers to join the Respondent Union. The parties also stipulated that there are approximately 23 employees in this category. (Tr. 40.)

B. *Discussion and Conclusions*

The parties acknowledged that the material facts are principally undisputed and that this case, in essence, turns on a matter of law. Thus, it is undisputed that the Respondent Fund has long required its salaried employees to join the Respondent Union, Local 243, as a condition of employment and in connection therewith, the Fund deducted union dues from the wages of those employees and remitted these dues to the Respondent Union. Further, Local 243 has never had a collective-bargaining agreement or bargaining relationship with the Fund and has never purported to represent the Fund's employees for grievances and bargaining purposes. According to the General Counsel, the Board's decision in *Teamsters Health & Welfare Fund I*, 233 NLRB 814 (1977), is controlling. The Respondent, on the other hand, argues that this is a case of first impression and relies largely on observations made by the Board in *Retail Employees Local 428*, 163 NLRB 431 (1967), and its progeny.

In *Teamsters Fund I*, in which the circumstances largely resemble the instant case, it was noted, inter alia, that the Union was not competent to represent the Respondent-employer's employees. There, the Board found that the Fund, by requiring membership in the Union as a condition of employment and deducting and withholding dues and other fees from the wages of its employees, engaged in conduct violative of Section 8(a)(1), (2), and (3) of the Act. While there, unlike the instant case, the Union purported to act as the bargaining representative for the Fund's employees, I find of greater significance that in both cases the Fund (created by agreement and declaration of trust) and not the Union, is the employer. Thus, I find that The Respondent's reliance on observations made by the Board in *Local 428* is misplaced largely because there, inter alia, the Respondent was a union-employer. In *Local 428*, the Board stated as follows:

> A union-employer, just as any employer, may impose on its employees requirements reasonably related to the proper performance of their jobs. Here, for example, a field representative, in conducting the Respondent's business, might be asked to explain how the Respondent functions as a collective-bargaining representative, or why it is desirable for workers to organize. It is clearly proper for the Respondent to be concerned about not hiring employees who do not adequately understand or agree with the Respondent's general goals as well as the specific methods of operation and way of achieving its goals to the extent such understanding is necessary for the performance of their duties. We deem it not unreasonable, therefore, for a union-employer normally to require its employees to attend its meetings and fulfill certain other obligations of regular union membership. Indeed, in this sense and because of the undesirability of a per se rule in this critical area of labor relations, we believe that a union-employer's requirement that its employee belong to it, pay dues, fees, and assessments to it, and attend its meetings need not, in and of itself, violate the Act. [Id. at 432–433; see also *Teamsters Local 574*, 259 NLRB 344, 350 (1981).]

In short, in Local 428, the Board indicated that a union-employer may lawfully require its employees to fulfill certain obligations in the same manner that conventional employers may impose on their employees requirements reasonably related to the proper performance of their jobs. The Fund however, is administered by trustees who are charged with certain fiduciary responsibilities under Section 302(c)(5) of the Act and the Employee Retirement Income Security Act of 1974 (ERISA), which sets it (the Fund) apart, as an entity, from other employers. Thus, when individuals serve in the capacity of trustees, they are mandated to operate exclusively for the benefit of the health and welfare plan's participants and beneficiaries.[2] Conversely, those individuals (while serving in their capacity as trustees), are not to show dual loyalty to the party which so designated them (the Union or the Association). See generally *NLRB v. Amax Coal Co.*, 453 U.S. 322 (1981). In fact, under Section 302(c)(5) of the Act, the duty of such trustee is directly antithetical to that of an agent of the appointing party. Ibid.

Aside from finding that the Fund, as an employer, is not the functional equivalent to a union-employer, I am also unpersuaded of any meaningful connection between requiring the Fund's salaried employees to pay union dues and become members of the Union, with the business needs of the Fund, a material factor noted by the Board in *Local 428*. First, as noted previously, Wiedyk's testimony supporting such connection was vague, conclusionary and hardly reliable. Further, it appears from Wiedyk's testimony, that it is more likely that any assistance provided the Union by the Fund had come from trustees rather than from the Fund's salaried nonsupervisory employees. For example, Wiedyk testified that he, as a director of the Fund, has long attended contract-bargaining sessions at the request of the local union to explain benefits and related financial matters. (Tr. 20–21.)

[1] I find no reason to give decisive weight to Wiedyk's opinion regarding Smith's supervisory and/or managerial status. His testimony regarding Smith's duties was unclear and conclusionary. It appears that Smith was involved, in large part, in the area of inpatient hospital admissions and hospital charges relative to Blue Cross, Blue Shield coverage. Wiedyk acknowledged however, that he is ''not exactly familiar with everything [Smith] did.'' (Tr. 36.) Overall, I found Wiedyk to be conclusionary, elusive, unresponsive, vague and, along with demeanor factors, unreliable as a witness.

[2] The record disclosed that there are approximately 26,000 participants and their families in the Fund. (Tr. 28.) Nearly all of the participants are members of the various Michigan Teamsters locals comprising Joint Counsel 43. Wiedyk testified, that there is a direct connection between retiree health care provided by the Fund and the number of active union members who provide 100% of such funding. (Tr. 19.) However, I fail to discern how the retiree health care fund is more viable because Fund employees are required to join one of the Teamsters locals, as testified by Wiedyk. (Tr. 19.) For example, it is noted, that there are only approximately 23 salaried nonsupervisors Fund employees involved herein and their impact on a group comprising 26,000 members is hardly notable. As far as informing union members to remain active, it would appear that Fund employees could do so effectively without themselves be required to join a union.

However, assuming arguendo, that the Fund may be treated as the functional equivalent of a union-employer (a position I have rejected), ''[t]he business needs of a union must . . . be accommodated to the freedom of its employees to exercise their rights under the Act.'' *Local 428*, at 434. Here, I am unpersuaded that the Fund has provided its nonsupervisory salaried employees with the appropriate assurances that their statutory rights will not be abridged, as signaled by the Board as necessary in *Local 428*. There, the Board also observed, in pertinent part, as follows:

> Particularly where, as here, the employees are required to fulfill a variety of obligations as members, *it is important that a union-employer affirmatively advise its employees of their right to engage in concerted activities unaffected by these membership requirements*. In other words, we believe that a union-employer must state *positively* that its requirements of membership, and the various attendant obligations, are imposed only as a necessary part of the employee's job; that the union-employer does not propose to represent its-employee-members for the purposes of collective bargaining or for the adjustment of grievances; that its employees are free to join another labor organization in order to exercise their statutory rights; and where a majority of employees do choose such other labor organization the union-employer will bargain with it, upon request. [*Local 428*, supra at 433, emphasis added.]

Here, the salaried employees were required to sign an acknowledgement form (the contents previously set forth in its entirety), advising them that while they are required to belong to Local 243 as a condition of employment, that union cannot represent them for bargaining or grievance purposes. (G.C. Exh. 3.) However, the form does not note, inter alia, that a majority of employees are free to choose any other labor organization to represent them; nor does the record otherwise show that the employees were so informed. Also, merely because the form states that employees are not precluded from exercising their Section 7 rights, I find, without more, that the Fund has not adequately fulfilled its affirmative obligation within the meaning of *Local 428*, to ''positively'' inform its salaried employees, that they have the right to engage in concerted activities unaffected by the Fund's union membership requirements. In this regard, I do not consider a mere reference to ''Section 7 rights'' without some elucidation thereof, to be of much help to employees in understanding what rights under the Act are not abridged when they are required to become members of Local 243.

In sum, I find that the Respondent Fund, in the circumstances of this case, by requiring its nonsupervisory salaried employees to become members of Local 243 as a condition of employment and by deducting union dues from the wages of those employees, it thereby engaged in conduct violative of Section 8(a)(1), (2), and (3) of the Act. Further, I find that Respondent Local 243, by receiving and accepting such union dues in the circumstances of this case, thereby violated Section 8(b)(1)(A) and (2) of the Act, as alleged.

CONCLUSIONS OF LAW

1. The Respondent Fund is, and has been at all times material, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Respondent Local 243 is, and has been at all times material, a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent Fund, by requiring its nonsupervisory salaried employees to become members of Respondent Local 243 as a condition of employment and deducting union dues from the wages of those employees and remitting the dues to the Respondent Local 243, it thereby engaged in conduct in violation of Section 8(a)(1), (2), and (3) of the Act.

4. The Respondent Local 243, by being party to a practice whereby Respondent Fund requires its salaried nonsupervisory employees to become members of Local 243 as a condition of employment and whereby the Respondent Fund deducts union dues from the wages of those employees and Local 243 receives and accepts such dues, it thereby engaged in conduct in violation of Section 8(b)(1)(A) and (2) of the Act.

The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that the Respondents have engaged in certain unfair labor practices, I shall recommend that they be required to cease and desist therefrom and take certain action designed to effectuate the policies of the Act.

Counsel for the General Counsel, in his brief, seeks a remedy which requires the Respondent Fund to: (1) immediately rescind the requirement that its salaried nonsupervisory employees join and continue membership in Respondent Local 243;[3] (2) void all dues-checkoff authorization cards executed by such employees as a result of the aforenoted requirement; and (3) make whole, to the extent Respondent Local 243 does not do so, the nonsupervisory salaried employees for all dues deducted from their wages since a period commencing 6 months prior to the filing of the underlying charges.

Basically, I find that the aforenoted requested remedy is reasonable and appropriate in order to effectuate the policies of the Act, with certain modifications. As the record disclosed that the Respondent Union received and accepted union dues which were unlawfully taken from the wages of the aforenoted employees by Respondent Fund, I shall recommend that the Respondent Union, in the first instance, reimburse the employees with interest, in the manner pre-

[3] Counsel for the General Counsel, on the face page of his brief, asserted that the Respondents violated the Act by also requiring ''managerial salaried personnel'' to join the Respondent Union as a condition of employment. This position was apparently dropped, as indicated in the aforenoted proposed remedy. There is no evidence tending to show that managerial employees dominated, controlled or otherwise influenced the operations of Respondent Union. In any event, it is well settled that managerial employees are exempted from coverage under the Act. *NLRB v. Bell Aerospace Co.*, 416 U.S. 267 (1947). In these circumstances, the recommended remedy does not extend to managerial employees.

scribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). Additionally, as I have found that the Respondent violated Section 8(b)(1)(A) and (2) of the Act, I shall also recommend that the Respondent Union cease and desist from being a party to any practice which requires the Fund's nonsupervisory salaried employees to join the Union as a condition of employment.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[4]

ORDER

A. The Respondent, Michigan Conference of Teamsters Welfare Fund, Detroit, Michigan, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Rendering assistance to and contributing financial support to Respondent Local 243, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL–CIO (Respondent Local 243), by requiring nonsupervisory salaried employees to join and become members of Respondent Local 243 as a condition of employment and taking out union dues from the wages of those employees on behalf of that labor organization, where the labor organization is not the collective-bargaining representative of those employees or not competent to be so.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Notify its nonsupervisory salaried employees, in writing, that they are not required, as a condition of employment, to become and remain members of Respondent Local 243.

(b) Immediately void all dues-checkoff authorization forms executed by its nonsupervisory salaried employees as a result of requiring them to join or become members of Respondent Local 243 as a condition of employment.

(c) Notify its nonsupervisory employees, in writing, that it will no longer deduct union dues from their wages and remit the moneys to Respondent Local 243, at a time when that labor organization is not their collective-bargaining representative or not qualified to be so.

(d) Make whole its nonsupervisory salaried employees by reimbursing them with all union fees, dues, and other moneys taken from their wages for a period since commencing 6 months prior the filing of the instant unfair labor practice charges, with interest, to the extent that the Respondent Local 243 does not reimburse those employees, in the manner set forth in the remedy section of this decision.

(e) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(f) Post at its place of business in Detroit, Michigan, copies of the attached notice marked ''Appendix A.''[5] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(g) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

B. The Respondent, Local 243, International Brotherhood of Teamsters, AFL–CIO, Detroit, Michigan, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Being a party to any practice with Respondent Fund of requiring the Respondent Fund's nonsupervisory salaried employees to join and become members of Respondent Local 243 and have union dues deducted from the wages of those employees to be remitted to the Respondent Local 243, as a condition of employment, where the labor organization is not the collective-bargaining representative of those employees or not qualified to be so.

(b) In any like or related manner interfering with, restraining, or coercing Respondent Fund's nonsupervisory salaried employees by the rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Make whole Respondent Fund's nonsupervisory salaried employees by reimbursing them for any union fees, dues and other moneys taken out of their wages and remitted to Respondent Local 243 for a period since commencing 6 months prior to the filing of the instant unfair labor practice charges, with interest, in the manner set forth in the remedy section of this decision.

(b) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(c) Post at its office and meeting hall in Detroit, Michigan, copies of the attached notice marked ''Appendix B.''[6] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

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[4] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[5] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

[6] See fn. 5 above.

APPENDIX A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT render assistance to and contribute financial support to Respondent Local 243, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and helpers of America, AFL–CIO (Respondent Local 243), by requiring our nonsupervisory salaried employees to join and become members of Respondent Local 243 as a condition of employment and we will not take out union dues from the wages of the employees on behalf of that labor organization, where the labor organization is not their collective-bargaining representative or is not competent or qualified to be so.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL notify our nonsupervisory salaried employees, in writing, that they are not required, as a condition of employment, to become and remain members of Respondent Local 243.

WE WILL immediately void all dues-checkoff forms executed by our nonsupervisory salaried employees as a result of requiring them to join or become members of Respondent Local 243.

WE WILL notify our nonsupervisory salaried employees, in writing, that we will no longer deduct dues from their wages and remit the moneys to Respondent Local 243, at a time when that labor organization is not their representative or not qualified to be so.

WE WILL make whole our nonsupervisory salaried employees by reimbursing them with all union fees, dues and other moneys taken out of their wages, with interest, to the extent that the Respondent Local 243 does not reimburse those employees.

MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND